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12 Metropolitan Life Insurance Company

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21 David Koon, In His Individual Capacity
22 and as Executor of the Estate of Steven Voorhees

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Attorneys for Defendant
Keith Skelly

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

METROPOLITAN LIFE INSURANCE
COMPANY,

Plaintiff,

v.

KEITH SKELLY, DAVID KOON, in his
individual capacity and as executor of the estate
of Steven Voorhees,

Defendants.

Case No.: CV 08-04273 BZ
STIPULATED ORDER AND
JUDGMENT

1 The parties hereby submit the following Stipulated Proposed Order and Judgment to
2 distribute the funds that are at issue in this action and for partial payment of those funds to
3 plaintiff Metropolitan Life Insurance Company:

4 Whereas, plaintiff Metropolitan Life Insurance Company ("MetLife") issued a group life.
5 insurance policy to AT&T, Inc. (formerly known as SBC Communications, Inc.), covering
6 eligible employees, and to fund AT&T's life insurance plan ("Plan"), an employee welfare
7 benefit plan governed by the Employee Retirement Income Security Act of 1974, as amended
8 ("ERISA"), 29 U.S.C. §§ 1001, et seq.;

9 Whereas decedent Steven Voorhees was a covered employee under the Plan, and was
10 enrolled in \$74,000 in basic life insurance coverage and \$147,000 in supplemental life insurance
11 coverage;

12 Whereas Steven Voorhees died on March 7, 2006;

13 Whereas benefits are payable on the life of Steven Voorhees under the Plan in the
14 amounts of \$74,000 and \$147,000; plus interest in the amount of \$9,354.66 ("Benefits").

15 Whereas defendants Keith Skelly and David Koon, in his individual capacity and as
16 executor of the estate of Steven Voorhees, have competing claims for the benefits under the Plan;

17 Whereas MetLife is unable to determine the validity of the conflicting claims, and
18 therefore has not paid the benefits to either defendant;

19 Whereas as a result of these competing claims, MetLife filed a Complaint in Interpleader
20 on September 10, 2008 to determine the lawful distribution of the benefits;

21 Whereas on October 22, 2008, defendant David Koon, answered the Complaint;

22 Whereas on November 12, 2008, defendant Keith Skelly, answered the Complaint;

23 Whereas MetLife has incurred \$3,169.22 in attorney's fees and costs in bringing this
24 Complaint in Interpleader;

25 Whereas defendant David Koon and defendant Keith Skelly resolved the dispute over the
26 Benefits at the Court ordered mediation on March 17, 2009 as set forth in the settlement
27 agreement attached hereto as Exhibit A;

28 NOW, THEREFORE, the parties to this action, by and through their counsel, hereby

1 stipulate and respectfully request the Court to order judgment to be entered as follows:

2 1) Payment by plaintiff MetLife shall be made in the amount of \$20,000 to "Alan
3 Voorhees" within ten (10) business days of the date this judgment is executed by the Court by
4 delivering said payment to counsel for David Koon, Harlan Watkins, Esq, of Murphy, Pearson,
5 Bradley & Feeney;

6 2) Payment by Plaintiff MetLife shall be made in the amount of \$20,000 to "Greg
7 Voorhees" within ten (10) business days of the date this judgment is executed by the Court by
8 delivering said payment to counsel for David Koon, Harlan Watkins, Esq, of Murphy, Pearson,
9 Bradley & Feeney;

10 3) MetLife shall be entitled to retain \$3,169.22 from the Benefits reflecting its costs and
11 reasonable attorney's fees incurred in this action;

12 4) The remainder of the Benefits, including interest accrued, shall be paid by plaintiff
13 MetLife to defendant Koon and defendant Skelly in equal shares. Accordingly, MetLife is
14 hereby ordered to pay defendant Koon \$93,592.72 within ten (10) business days of the date this
15 judgment is executed by the Court by delivering a check to Harlan Watkins, Esq, of Murphy,
16 Pearson, Bradley & Feeney. MetLife is further ordered to pay defendant Skelly \$93,592.72
17 within ten (10) business days of the date this judgment is executed by the Court by delivering a
18 check to Michael C. Hall, Esq. of M C Hall & Associates.

19 5) Except as provided in paragraph three, each party to bears its own litigation costs and
20 attorney's fees.


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22
23 IT IS SO ORDERED.

24
25 Dated: August 13, 2009


UNITED STATES DISTRICT COURT JUDGE
BERNARD ZIMMERMAN
United States Magistrate Judge

1 Approved as to Form:

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4 Dated: 8/3/09

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6 Arthur J. Harris, Esq. on behalf of DAVID KOON,
7 individually and as executor of the estate of Steven
8 Voorhees

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10 Dated: _____

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12 Michael C. Hall, on behalf of KEITH SKELLY,
13 individually

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16 Dated: _____

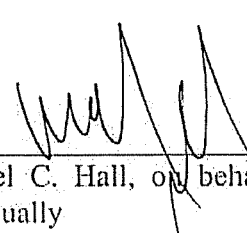
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18 Michelle McIsaac, Esq.
19 On Behalf Of METROPOLITAN LIFE
20 INSURANCE COMPANY
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1 Approved as to Form:
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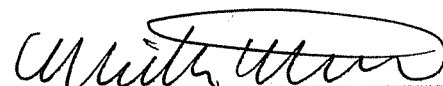
4 Dated: _____
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6 Harlan B. Watkins, Esq on behalf of DAVID
7 KOON, individually and as executor of the estate of
8 Steven Voorhees
9

10 Dated: 08.16.09
11

12 
13 Michael C. Hall, on behalf of KEITH SKELLY,
14 individually
15

16 Dated: 8/16/09
17

18 
19 Michelle McIsaac, Esq.
20 On Behalf Of METROPOLITAN LIFE
21 INSURANCE COMPANY
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